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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA CLARA**

GINA MARTINEZ, ISMAEL ORTEGA,
JESSICA SAELOR, as individuals, on behalf
of themselves and others similarly situated,

Plaintiff,

vs.

MOBILE-MED WORK HEALTH
SOLUTIONS, INC.; and DOES 1 thru 50,
inclusive,

Defendants.

Case No. 23CV410264

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: January 22, 2024
Hearing Time: 1:30 p.m.
[Hearing scheduled by Order dated September 12, 2024]

Judge: Hon. Theodore C. Zayner
Dept.: 19

Action Filed: January 19, 2023
Trial Date: Not set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on January 23, 2025, the Court entered the
3 Order Re: Motion for Final Approval Order, and on January 28, 2025, the Court entered the Final
4 Approval Order and Judgment in the above entitled action. A true and correct copy of the Order
5 Re: Motion for Final Approval Order is attached hereto as Exhibit #2 and the Final Approval Order
6 and Judgment is attached hereto as Exhibit #2.

7 Respectfully submitted,

8
9 Dated: January 31, 2025

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

10 By: /s/ Kyle Nordrehaug
11 Kyle R. Nordrehaug
12 Attorneys for Plaintiffs
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

3 I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am
4 over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La
5 Jolla, California, 92037.

6 On January 31, 2025, I served the document(s) described as:

7 **1. Notice of Entry of Judgment**

8 X (BY ELECTRONIC SERVICE): I provided the documents referenced above electronically
9 via electronic mail to counsel for Defendants at the following e-mail address(es):

10 Joshua M. Henderson
11 JACKSON LEWIS P.C.
12 50 California Street, 9 th Floor
13 San Francisco, CA 94111
14 Telephone: (415) 394-9400
15 Facsimile: (415) 394-9401

16 Lara P. Besser
17 Marco A. Garcia
18 JACKSON LEWIS P.C.
19 225 Broadway, 18th Floor
20 San Diego, CA 92101

21 Emails: Joshua.Henderson@jacksonlewis.com; Lara.Besser@jacksonlewis.com;
22 Stefano.Ramirez@jacksonlewis.com ; Marco.Garcia@jacksonlewis.com

23 Attorneys for Defendant

24 X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the
25 Labor Workforce Development Agency via online process at the PAGA Filing website in
26 accordance with the procedure imposed by the LWDA.

27 I declare under penalty of perjury under the laws of the State of California that the above is
28 true and correct. Executed on January 31, 2025, at San Diego, California.

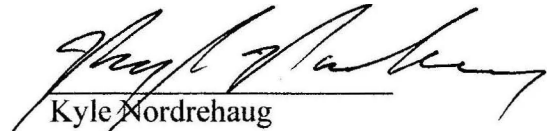
23 
24 Kyle Nordrehaug

EXHIBIT #1

Filed
January 23, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
21CV377209
By: MJacobo

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA

23CV410264

GINA MARTINEZ, et al., individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

MOBILE-MED WORK HEALTH
SOLUTIONS, INC.,

Defendants.

Case No. ~~21CV377209~~

**ORDER RE: MOTION FOR FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND JUDGMENT
THEREON**

ORDER ON SUBMITTED MATTER

The above-entitled action came on for hearing before the Honorable Theodore C. Zayner on January 22, 2025, at 1:30 p.m. in Department 19. Having reviewed and considered the written submissions filed by the parties and having listened carefully to the statements of counsel at the hearing, the court now issues its order after hearing as follows.

I. Introduction

This is a consolidated class and representative action comprised of three cases. Plaintiff Gina Martinez initiated this action on January 19, 2023 by filing a Class Action Complaint against defendant Mobile-Med Work Health Solutions (Defendant), setting forth various wage and hour claims. On May 10, 2023, Plaintiff Martinez filed a First Amended Class and Representative

1 Action Complaint (FAC), adding a cause of action for civil penalties under the Private Attorneys
2 General Act (Labor Code section 2699, *et seq.*).

3 On March 6, 2024, Plaintiff Ismael Ortega filed a separate Class Action Complaint against
4 Defendant.¹ (See Stipulation for Leave to Permit Plaintiff to File Second Amended Consolidated
5 Class and Representative Action Complaint (Stipulation), p. 2:1-13.) On August 11, 2023,
6 Plaintiff Ortega also filed a Representative Action Complaint in San Mateo County Superior
7 Court.² (*Id.* at p. 2:14-18.)

8 On June 5, 2023, Plaintiff Jessica Saelor filed a Class Action Complaint against Defendant.³
9 (Stipulation, p. 2:19-26.) On September 8, 2023, Plaintiff Saelor filed a First Amended Class
10 Action Complaint in her action, adding a cause of action for civil penalties pursuant to PAGA.
11 (*Id.* at pp. 3:27-4:1.)

12 On December 13, 2023, the parties to the aforementioned actions participated in mediation
13 and subsequently agreed to settlement terms. (Stipulation, p. 4:2-6.) As part of the proposed
14 settlement, the parties agreed to permit Plaintiff Martinez to amend her FAC to consolidate the
15 claims alleged in the actions filed by Plaintiffs Martinez, Ortega, and Saelor. (*Id.* at p. 4:7-9.) On
16 June 21, 2024, the court entered an order permitting Plaintiff Martinez to file an amended
17 pleading, adding Plaintiffs Ortega and Saelor as parties.

18 On June 25, 2024, Plaintiffs Gina Martinez, Ismael Ortega and Jessica Saelor (Plaintiffs)
19 filed the operative Second Amended Class and Representative Action Complaint (SAC), setting
20 forth the following causes of action:

- 21 (1) failure to pay minimum wages in violation of Labor Code, §§ 1194, 1197 and 1197.1;
22 (2) failure to pay wages and/or overtime under Labor Code, §§ 510, 1194, 1194.2 and 1199;
23 (3) failure to provide meal breaks pursuant to Labor Code, §§ 226.7 and 512;
24 (4) failure to provide reset breaks pursuant to Labor Code, § 226.7;

25 _____
26 ¹ *Ortega v. Mobile-Med Work Health Solutions, Inc.* (Class Action), Santa Clara County Superior
27 Court (2023) Case No. 23CV411830.

28 ² *Ismael Ortega v. Mobile-Med Work Health Solutions, Inc., a corporation, et al.*, San Mateo
County Superior Court (2023) Case No. 23-CIV-03767.

³ *Saelor v. Mobile-Med Work Health Solutions, Inc.* (Class Action), Santa Clara County Superior
Court (2023) Case No. 23CV416864.

- (5) failure to reimburse expenses pursuant to Labor Code, § 2802;
- (6) violation of Labor Code, § 226, subd. (a);
- (7) penalties pursuant to Labor Code, § 203;
- (8) failure to pay sick wages in violation of Labor Code, §§ 201-204, 233, 246;
- (9) failure to pay timely during employment in violation of Labor Code, §§ 204 and 210;
- (10) violation of Business & Professions Code, § 17200; and
- (11) penalties pursuant to Labor Code, § 2699, *et seq.*

The parties reached a settlement, and Plaintiffs moved for preliminary approval of the settlement. On September 12, 2024, the Court granted the motion for preliminary approval of settlement and thereafter entered a formal order memorializing its decision.

Now before the Court is the unopposed motion for final approval of the settlement agreement.

II. Legal Standard

Generally, “questions whether a settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court’s broad discretion.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-235 (*Wershba*), citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794 (*Dunk*).)

In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such as “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.”

(*Wershba, supra*, 91 Cal.App.4th at pp. 244-245, citing *Dunk, supra*, 48 Cal.App.4th at p. 1801 and *Officers for Justice v. Civil Service Com’n, etc.* (9th Cir. 1982) 688 F.2d 615, 624 (*Officers*).)

“The list of factors is not exclusive and the court is free to engage in a balancing and weighing of factors depending on the circumstances of each case.” (*Wershba, supra*, 91

Cal.App.4th at p. 245.) The court must examine the “proposed settlement agreement to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, quoting *Dunk, supra*, 48 Cal.App.4th at p. 1801 and *Officers, supra*, 688 F.2d at p. 625 [internal quotation marks omitted].)

The burden is on the proponent of the settlement to show that it is fair and reasonable. However “a presumption of fairness exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” (*Wershba, supra*, 91 Cal.App.4th at p. 245, citing *Dunk, supra*, 48 Cal.App.4th at p. 1802.)

Similar to its review of class action settlements, the Court must “determine independently whether a PAGA settlement is fair and reasonable,” to protect “the interests of the public and the LWDA in the enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76-77.) The Court must make this assessment “in view of PAGA’s purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws.” (*Id.* at p. 77.)

III. Terms and Administration of Settlement

The case has been settled on behalf of the following class:
[A]ll non-exempt employees who are employed or have been employed by Defendant in California at any time during the Class Period.
(Declaration of Norman Blumenthal in Support of Motion for Final Approval of Class Settlement, Ex. 2 (“Agreement”), ¶ 1.5.)

The settlement also includes a subset PAGA class of Aggrieved Employees defined as “all non-exempt employees who are employed or have been employed by Defendant in California at any time during the PAGA Period [March 6, 2022 through June 13, 2024].” (Agreement, ¶¶ 1.4, 1.31.)

1 According to the terms of the settlement, Defendant will pay a gross settlement amount
2 of \$1,200,000. (Agreement, ¶¶ 1.22, 3.1.) The gross settlement amount includes: incentive
3 payments of up to \$12,500 each (\$37,500 total); attorney fees of up to one-third of the gross
4 settlement amount (currently estimated to be \$400,000); litigation costs of up to \$15,000 each
5 (\$45,000 total); settlement administration costs of up to \$19,745; and a PAGA allocation of
6 \$25,000. (*Id.* at ¶¶ 3.2(a)-(d).) The net settlement amount will be distributed to participating class
7 members on a pro rata basis according to their respective number of workweeks during the class
8 period. (*Id.* at ¶ 3.2(e).)

9 This amount includes attorney fees of up to 1/3 of the gross settlement amount
10 (\$368,268.95), litigation costs not to exceed \$25,000, a PAGA allocation of \$22,000 (75 percent
11 of which will be paid to the LWDA and 25 percent of which will be paid to PAGA Employees as
12 individual PAGA payments), incentive awards to class representatives of \$6,000 each; and
13 settlement administration expenses not to exceed \$19,000. The attorney fees will be divided as
14 follows: 75% to Blumenthal Nordrehaug Bhowmik De Blouw LLP; and 25% to
15 Bradley/Grombacher, LLP. The gross settlement amount does not include Defendant's share of
16 payroll taxes. (Settlement Agreement, ¶ 3.1.) Funds from uncashed payments will be transferred
17 to Children's Advocacy Institute as the designated *cy pres*. (See Stipulating Re: Cy Pres, filed
18 August 21, 2024; see also Blumenthal Decl., p. 4.) The court approves the designated *cy pres*
19 recipient.⁴

20 In exchange for the settlement, the class members agree to release Defendant, and related
21 entities and persons, from all claims that were or reasonably could have been alleged based on
22 the facts pleaded in the SAC occurring during the Class Period. (Agreement, ¶¶ 1.38, 1.40, 6.2.)
23 Aggrieved Employees agree to release Defendant, and related entities and persons, from all
24 claims for PAGA civil penalties that were or reasonably could have been alleged based on facts
25

26 ⁴ Code of Civil Procedure section 384 requires that the unpaid residue or abandoned class
27 member funds be paid to "nonprofit organizations or foundations to support projects that will
28 benefit the class or similarly situated persons, or that promote the law consistent with the
objectives and purposes of the underlying cause of action, to child advocacy programs, or to
nonprofit organizations providing civil legal services to the indigent."

1 pleaded in the SAC and the LWDA notice. (*Id.*, ¶¶ 1.39, 1.40, 6.3) Plaintiffs also agree to a
2 comprehensive general release. (*Id.*, ¶ 6.1.) The release provisions are appropriately tailored to
3 the factual allegations of the operative pleading. (See *Amaro v. Anaheim Arena Management,*
4 *LLC* (2021) 69 Cal.App.5th 521, 538.)

5 In its September 12, 2024 order granting preliminary approval of the settlement, the
6 Court approved ILYM Group, Inc. (“ILYM”) as the settlement administrator. On October 4,
7 2024, Defense counsel provided ILYM with the class data file (“Class List”), consisting of 1,400
8 individuals. (Declaration of Nick Castro (“Castro Decl.”), ¶ 5.) On November 8, 2024, ILYM
9 sent the Class Notice to all 1,400 members on the Class List. (*Id.* at ¶ 7.) As of the date of the
10 Castro Declaration, January 3, 2025, 39 Class Notice Packets have been considered
11 undeliverable, despite conducting skip tracing. (*Id.* at ¶ 10.) As of the date of the same
12 declaration, the settlement administrator has received no objections to the settlement, no requests
13 for exclusion, and no disputes from Class Members. (*Id.* at ¶¶ 11-13.) According to the
14 administrator’s calculations, the average individual settlement will be approximately \$481.82.
15 (*Id.* at ¶ 15.) The notice process has now been completed.

16 At preliminary approval, the Court found the settlement to be fair and reasonable. Given
17 that there are no objections, it finds no reason to deviate from that finding now. Accordingly, the
18 Court finds that the settlement is fair and reasonable for purposes of final approval.

19 **IV. Enhancement Award, Attorney Fees, and Costs**

20 The Settlement Agreement provides for an enhancement award to Plaintiffs in the total
21 amount of \$37,500 (i.e., \$12,500 to each of the three named Plaintiffs).
22 The rationale for making enhancement or incentive awards to named plaintiffs is that they should
23 be compensated for the expense or risk they have incurred in conferring a benefit on other
24 members of the class. An incentive award is appropriate if it is necessary to induce an individual
25 to participate in the suit. Criteria courts may consider in determining whether to make an
26 incentive award include: 1) the risk to the class representative in commencing suit, both
27 financial and otherwise; 2) the notoriety and personal difficulties encountered by the class
28 representative; 3) the amount of time and effort spent by the class representative; 4) the duration

1 of the litigation and; 5) the personal benefit (or lack thereof) enjoyed by the class representative
2 as a result of the litigation. These “incentive awards” to class representatives must not be
3 disproportionate to the amount of time and energy expended in pursuit of the lawsuit.
4 (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395, internal
5 punctuation and citation.)

6 In support of their requests for incentive awards, the Plaintiffs have submitted separate
7 declarations describing their participation in the litigation. Plaintiff Saelor estimates that she has
8 spent approximately 25 hours participating in the litigation, and Plaintiff Ortega estimates that
9 she has spent roughly 40-50 hours working on this case. Plaintiff Martinez estimates she spent
10 approximately 30-40 hours working on this case.

11 Plaintiffs have each spent time in connection with this litigation and undertaken risk by
12 attaching their names to this case because it might impact their future employment. (See *Covillo*
13 *v. Specialty’s Café* (N.D.Cal. 2014) 2014 U.S.Dist.LEXIS 29837, at *29 [incentive awards are
14 particularly appropriate where a plaintiff undertakes a significant “reputational risk” in bringing
15 an action against an employer].).

16 While the court finds that incentive awards are warranted in this case, it notes that the
17 amounts requested (in relation to the time spent on the litigation) are higher than the court
18 normally awards. Accordingly, considering the declarations of each Plaintiff describing their
19 time and involvement working to assist counsel in this case, the Court approves an enhancement
20 award to each named Plaintiff in the amount of \$10,000 to each, resulting in a total enhancement
21 award of \$30,000.

22 The Court has an independent right and responsibility to review the requested attorney
23 fees and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles*
24 *Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) “Courts recognize two methods
25 for calculating attorney fees in civil class actions: the lodestar/multiplier method and the
26 percentage of recovery method.” (*Wershba, supra*, 91 Cal.App.4th at p. 254.)

27 Class counsel seeks an attorney fee award of \$400,000 (one-third of the gross settlement
28 amount). (Agreement, ¶ 3.2(b).) The settlement provides that the fees award will be split between

three law firms. Agreement, 3.2(b) provides: The Class Counsel Fees Payment awarded shall be allocated thirty-four percent (34%) to Blumenthal Nordrehaug Bhowmik De Blouw LLP, fifty-one percent (51%) to Kingsley & Kingsley, APC and fifteen percent (15%) to Aegis Law Firm, PC. Plaintiffs provide evidence of each of Class Counsel's lodestars. (See Blumenthal Decl., ¶ 12 [lodestar of \$157,008.75]; Lisa Iturriaga Decl., ¶¶ 20-21 [lodestar of \$67,340]; Kelsey Szamet Decl., ¶¶ 16, 34 [lodestar of \$69,670].) The court is satisfied that the fee-splitting arrangement is consistent with the settlement's terms and that the Plaintiffs were appropriately informed of the arrangement. Plaintiffs additionally provide evidence of Class Counsel's combined lodestar of approximately \$294,018.75, equivalent to the requested fee award with a reasonable multiplier of less than 1.4. (Blumenthal Decl., ¶ 10(i).) This is within the range of multipliers that courts typically approve. (*Wershba, supra*, 91 Cal.App.4th at p. 255 ["[m]ultipliers can range from 2 to 4 or even higher"].) The benefits achieved by the settlement justify an award of attorney fees to class counsel. The Court finds that the requested attorney fee award is reasonable as a percentage of the common fund and approves an attorney fee award in the requested amount of \$400,000.

The Agreement provides up to \$45,000 for litigation costs (up to \$15,000 each to Blumenthal Nordrehaug Bhowmik De Blouw LLP, Kingsley & Kingsley, APC, and Aegis Law Firm, PC). Class counsel requests reimbursement of litigation costs in the amount of \$32,279.97, which is allocated \$11,393.57 to Blumenthal Nordrehaug Bhowmik De Blouw LLP, \$8,097.45 to Kingsley & Kingsley, APC, and \$12,788.95 to Aegis Law Firm, PC. (Blumenthal Decl., ¶ 13.); Motion, p. 14:4-13.) Counsel has provided evidence of costs incurred in those amounts. (Blumenthal Decl. at ¶13 and Exhibits #3 [expenses of \$11,393.57]; Declaration of Lisa Iturriaga at ¶23 [expenses of \$12,788.95]; Declaration of Kelsey Szamet at ¶41 [expenses of \$8,097.45]).) This is less than \$15,000 each provided for in the settlement. Accordingly, the Court finds the requested litigation costs to be reasonable, and therefore approves an award of litigation costs an award of litigation costs in the requested amount of \$32,279.97, as allocated above. The settlement administration costs are also approved in the requested amount of \$17,950. (Castro Decl., ¶ 17.)

V. Conclusion

The motion for final approval of class and representative action settlement is GRANTED. The class as defined herein is certified for settlement purposes. Judgment shall be entered through the filing of this order and judgment. (Code Civ. Proc., § 668.5.) Pursuant to Rule 3.769(h) of the California Rules of Court, the Court retains jurisdiction over the parties to enforce the terms of the settlement agreement and the final order and judgment.

The Court sets a compliance hearing for **September 3, 2025 at 2:30 p.m.** in Department 19.

At least ten court days before the hearing, class counsel and the settlement administrator shall submit a summary accounting of the net settlement fund identifying distributions made as ordered herein; the number and value of any uncashed checks; amounts remitted to the *cy pres* recipient; the status of any unresolved issues; and any other matters appropriate to bring to the court's attention. Counsel shall also submit an amended judgment as described in Code of Civil Procedure section 384, subdivision (b). Counsel may appear at the compliance hearing remotely.

IT IS SO ORDERED

Dated: January 22, 2025

HON. THEODORE C. ZAYNER
JUDGE OF THE SUPERIOR COURT

EXHIBIT #2

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

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4 Kyle R. Nordrehaug (SBN #205975)
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Filed
January 28, 2025
Clerk of the Court
Superior Court of CA
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23CV410264
By: mcastellon

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19 Attorneys for Plaintiffs

20 SUPERIOR COURT OF THE STATE OF CALIFORNIA

21 COUNTY OF SANTA CLARA

22 GINA MARTINEZ, ISMAEL ORTEGA,
23 JESSICA SAELOR, as individuals, on behalf
24 of themselves and others similarly situated,

25 Plaintiffs,

26 v.

27 MOBILE-MED WORK HEALTH
28 SOLUTIONS, INC.; and DOES 1 thru 50,
inclusive,

Defendants.

CASE NO.: 23CV410264

**~~[PROPOSED]~~ FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: January 22, 2025
Hearing Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner
Dept.: 19

Action Filed:
Trial Date: Not set

29 The motion of Plaintiffs Gina Martinez, Ismael Ortega, and Jessica Saelor ("Plaintiffs") for
30 an order finally approving the class action settlement of this action between Plaintiff and
31 Defendant Mobile-Med Work Health Solutions, Inc. ("Defendant") came on for hearing on

32 FINAL APPROVAL ORDER AND JUDGMENT

1 January 22, 2025 before the Honorable Theodore C. Zayner.

2 The Court having issued the Order Re; Motion for Final Approval on January 23, 2025, the
3 motion is GRANTED and Judgment is entered, as set forth below.

4 **I.**

5 **FINDINGS**

6 Based on the oral and written argument and evidence presented in connection with the
7 motion, the Court makes the following findings:

8 1. All terms used herein shall have the same meaning as defined in the Class Action
9 and PAGA Settlement Agreement (the “Agreement”).

10 2. This Court has jurisdiction over the subject matter of this litigation pending before
11 the California Superior Court for the County of Santa Clara, and over all Parties to this litigation,
12 including the Class.

13 3. Based on a review of the papers submitted by Plaintiffs and a review of the
14 applicable law, the Court finds that the Gross Settlement Amount of is One Million Two Hundred
15 Thousand Dollars (\$1,200,000) and the terms set forth in the Agreement are fair, reasonable, and
16 adequate.

17 4. The Court further finds that the Settlement was the result of arm’s length
18 negotiations conducted after Class Counsel had adequately investigated the claims and became
19 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
20 Settlement, the significant risks relating to certification, liability, and damages issues, and the
21 assistance of an experienced mediator in the settlement process, among other factors, support the
22 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

24 5. On September 12, 2024, the Court granted preliminary approval of the Agreement.
25 At this same time, the Court approved conditional certification of the Class for settlement
26 purposes only. The Court also approved the form and method of the Class Notice, appointed
27 Plaintiffs as the Class Representatives, appointed Norman B. Blumenthal, Kyle R. Nordrehaug,
28

1 Aparajit Bhowmik, and Christine T. LeVu of Blumenthal Nordrehaug Bhowmik De Blouw LLP;
2 Eric B. Kingsley and Kelsey M. Szamet of Kingsley & Kingsley, APC; Benjamin J. Smith, of
3 Smith Law; and Samuel A. Wong, Kashif Haque, Jessica L. Campbell, and Lisa B. Iturriaga of
4 Aegis Law Firm, PC as Class Counsel for the Class, and appointed ILYM Group, Inc. as the
5 Administrator.

6 **Notice to the Class**

7 6. In compliance with the Preliminary Approval Order, the Class Notice Packet was
8 mailed by first class mail to members of the Class at their last known addresses on or about
9 November 8, 2024. Mailing of the Class Notice to their last known addresses was the best notice
10 practicable under the circumstances and was reasonably calculated to communicate actual notice
11 of the litigation and the proposed settlement to the Class. The Class Notice given to the Class
12 Members fully and accurately informed the Class Members of all material elements of the
13 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
14 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
15 fully with the laws of the State of California, the United States Constitution, due process and other
16 applicable law. The Class Notice fairly and adequately described the Settlement and provided
17 Class Members adequate instructions and a variety of means to obtain additional information.

18 7. The Response Deadline for opting out of the Class or submitting written objections
19 to the Settlement was December 23, 2024, which Response Deadline was extended by 14 days in
20 the event of a re-mailing. There was an adequate interval between notice and the deadline to
21 permit Class Members to choose what to do and act on their decision. A full opportunity has been
22 afforded to the Class Members to participate in this hearing, and all Class Members and other
23 persons wishing to be heard have been heard. Class Members also have had a full and fair
24 opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
25 Court determines that all Class Members who did not timely and properly submit a request for
26 exclusion in accordance with the Agreement are bound by the Settlement and this Final Approval
27 Order and Judgment.

1 **Fairness Of Settlement**

2 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
3 48 Cal.App.4th 1794, 1801 (1996).

4 a. The settlement was reached through arm's-length bargaining between the
5 parties during an all-day mediation before Tripper Ortman, a respected and experienced mediator
6 of wage and hour class actions. There has been no collusion between the parties in reaching the
7 proposed settlement.

8 b. Plaintiffs' investigation and discovery have been sufficient to allow the
9 Court and counsel to act intelligently.

10 c. Counsel for both Parties are experienced in similar employment class action
11 litigation. All counsel recommended approval of the Agreement.

12 d. There were no objectors and no requests for exclusion.

13 9. The consideration to be given to the Class Members under the terms of the
14 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
15 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
16 Members' claims, given the uncertainties and significant risks of the litigation and the delays
17 which would ensue from continued prosecution of the action.

18 10. The Agreement is approved as fair, adequate and reasonable and in the best
19 interests of the Class Members.

20 **Attorneys' Fees and Costs**

21 11. A Class Counsel Fees Payment award of \$400,000, and Class Counsel Litigation
22 Expenses Payment award of \$32,279.97 are reasonable, in light of the contingent nature of Class
23 Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel.
24 The requested award has been supported by Class Counsel's lodestar and billing statement.

25 **Class Representative Service Payments**

26 12. The Agreement provides for Class Representative Service Payments of not more
27 than \$12,500 each to the Plaintiffs, subject to the Court's approval. The Court finds that the Class
28

1 Representative Service Payments to each named Plaintiff in the reduced amount of \$10,000 each,
2 for a total of \$30,000, are reasonable in light of the risks and burdens undertaken by the Plaintiffs
3 in the litigation, for their time and effort in bringing and prosecuting this matter on behalf of the
4 Class, and for their execution of the general release.

5 **Administration Expenses Payment**

6 13. The Administrator shall calculate and administer the payment to be made to the
7 Participating Class Members, transmit payment for attorneys' fees and costs to Class Counsel,
8 transmit the Class Representative Service Payments to the Plaintiffs, distribute the PAGA
9 Penalties, issue any required tax reporting forms, calculate withholdings and perform the other
10 remaining duties set forth in the Agreement. The Administrator has documented \$17,950 for the
11 Administration Expenses Payment, and this amount is reasonable in light of the work performed
12 by the Administrator.

13 **PAGA Penalties**

14 14. The PAGA Penalties amount of \$25,000 is approved and shall be paid out of the
15 Gross Settlement Amount, 75% of which shall be allocated and paid to the LWDA and 25% of
16 which shall be distributed to the Aggrieved Employees as Individual PAGA Payments. The
17 Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the
18 Aggrieved Employees' 25% share of PAGA Penalties (\$6,250) by the total number of PAGA Pay
19 Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the
20 result by each Aggrieved Employee's PAGA Pay Periods. The Aggrieved Employees are all non-
21 exempt employees who are employed or have been employed by Defendant in California at any
22 time during the PAGA Period which is March 6, 2022, through June 13, 2024. All Aggrieved
23 Employees will be sent their share of the PAGA Penalties and will be subject to the release of the
24 Released PAGA Claims as set forth below, whether or not they opt out of the Class Settlement.

25 **II.**

26 **ORDERS**

27 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
28

1 15. The certification of the Class for the purposes of settlement is confirmed. The Class
2 is defined as follows:

3 All employees who are employed or have been employed by Defendant in
4 California at any time during the Class Period (January 1, 2019 through June 13,
5 2024).

6 16. All persons who meet the foregoing definition are members of the Class, except
7 for those individuals who timely submitted a valid request for exclusion (“opt out”) from the
8 Class. There were no individuals who requested exclusion.

9 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
10 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
11 the amounts necessary to fully pay Defendant’s share of payroll taxes in accordance with the
12 Agreement, by transmitting the funds to the Administrator no later than 60 days after the Effective
13 Date.

14 18. Class Counsel are awarded Class Counsel Fees Payment in the amount of \$400,000
15 and Class Counsel Litigation Expenses Payment in the amount of \$32,279.97, to be allocated
16 \$11,393.57 to Blumenthal Nordrehaug Bhowmik De Blouw LLP, \$8,097.45 to Kingsley &
17 Kingsley, APC, and \$12,788.95 to Aegis Law Firm, PC. The Class Counsel Fees Payment
18 awarded shall be allocated thirty-four percent (34%) to Blumenthal Nordrehaug Bhowmik De
19 Blouw LLP, fifty-one percent (51%) to Kingsley & Kingsley, APC and fifteen percent (15%) to
20 Aegis Law Firm, PC. Class Counsel shall not seek or obtain any other compensation or
21 reimbursement from Defendant, Plaintiff or members of the Class.

22 19. The payment of the Class Representative Service Payments in the amount of
23 \$10,000 to each of the Plaintiffs, for a total of \$30,000, is approved.

24 20. The payment of \$17,950 to the Administrator as the Administration Expenses
25 Payment is approved.

26 21. The PAGA Penalties are approved and shall be allocated as set forth in the
27 Agreement.

1 22. A Participating Class Member must cash his or her Individual Class Payment check
2 within 180 days after the issuance of the checks. An Aggrieved Employee must cash his or her
3 Individual PAGA Payment check within 180 days after the issuance of the checks. If such checks
4 are not cashed within 120 days after the initial mailing of the checks, the Administrator will also
5 send the affected Participating Class Member and/or Aggrieved Employee a reminder notice
6 informing him or her that unless the check is cashed in the next 60 days, it will expire and become
7 non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the
8 check remains uncashed by the expiration of the 180 day period, the funds from such uncashed
9 checks shall be paid as follows: twenty five percent (25%) to the State Treasury for deposit in the
10 Trial Court Improvement and Modernization Fund established in Section 77209 of the
11 Government Code, and Seventy-Five percent (75%) to Free To Thrive as the cy pres beneficiaries
12 in accordance with California Code of Civil Procedure section 384(b).

13 23. The Agreement and this Settlement are not an admission by Defendant, nor is this
14 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
15 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
16 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
17 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
18 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
19 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
20 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
21 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
22 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
23 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
24 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
25 theory of claim or issue preclusion or similar defense as to the Released Class Claims and the
26 Released PAGA Claims.

1 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
2 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
3 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
4 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
5 to individual Class Members.

6 25. If the Agreement does not become final and effective in accordance with the terms
7 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
8 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
9 revert to their respective positions as of before entering into the Agreement, and expressly reserve
10 their respective rights regarding the prosecution and defense of this Action, including all available
11 defenses and affirmative defenses, and arguments that any claim in the Action could not be
12 certified as a class action and/or managed as a representative action.

13
14 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

15 26. The Court hereby enters final judgment in this case in accordance with the terms of
16 the Settlement, the Preliminary Approval Order, and this Final Approval Order and Judgment.

17 27. Except as set forth in the Agreement and this Final Approval Order and Judgment,
18 Plaintiff, and all members of the Class, shall take nothing in the Action.

19 28. Pursuant to California Code of Civil Procedure section 664.6, and without affecting
20 the finality of this Judgment in any way, the Court shall retain jurisdiction to construe, interpret,
21 implement and enforce the Agreement, to hear and resolve any contested challenge to a claim for
22 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
23 the distribution of settlement benefits.

24 29. The Parties are authorized to agree to and to adopt such amendments, modifications
25 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
26 Final Approval Order and Judgment and do not limit the rights of the Parties or Class Members
27 under the Agreement, subject to Court approval.

1 30. Each party shall bear its own attorneys' fees and costs, except as otherwise
2 provided in the Agreement and in this Final Approval Order and Judgment.

3 31. As of the Effective Date and upon full finding of the Gross Settlement Amount by
4 Defendant, all Participating Class Members, on behalf of themselves and their respective former
5 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
6 release Released Parties from the Released Class Claims. The "Released Class Claims" are all
7 claims alleged, or could have been alleged, based facts stated in the Operative Complaint, which
8 arose during the Class Period, including all claims and/or causes of action under any federal, state,
9 local law or administrative order that were or which could have been plead based on the facts
10 alleged in the operative class action complaint, whether known or unknown, including the failure
11 to pay wages, the failure to pay overtime compensation, the failure to provide meal periods, the
12 failure to provide rest periods, the failure to maintain or provide accurate itemized statements, the
13 failure to maintain records, the failure to timely pay wages, the failure to pay wages due to
14 discharged or quitting employees, the failure to reimburse for necessary business expenses, the
15 failure to provide suitable seating, the failure to pay sick wages, and any other claims whatsoever
16 that were or could have been alleged in this case, including all reasonably related claims for
17 restitution and other equitable relief under Business and Professions Code § 17200, the Fair Labor
18 Standards Act, 29 U.S.C. sections 201, et seq. conversion, liquidated damages, punitive damages,
19 and waiting-time penalties. The Released Class Claims exclude all other claims for vested non-
20 wage benefits, wrongful termination, violation of the Fair Employment and Housing Act,
21 unemployment insurance, disability, social security, workers' compensation, and California class
22 claims outside of the Class Period. The "Released Parties" are Defendant and each of its affiliates,
23 joint ventures, predecessors, successors, and related parties and all of their past and present
24 directors, officers, shareholders, members, managers, joint employers, co-employers, integrated
25 enterprises, representatives, employees, insurers, and anyone else, acting for any of them.

26 32. As of the Effective Date and upon full funding of the Gross Settlement Amount by
27 Defendant, all Aggrieved Employees and the LWDA are deemed to release, on behalf of
28

1 themselves and their respective former and present representatives, agents, attorneys, heirs,
2 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
3 The “Released PAGA Claims” are all claims alleged, or reasonably could have been alleged,
4 based on the facts stated in the Operative Complaint for civil penalties under the Labor Code
5 Private Attorneys General Act of 2004 and Labor Code sections 200, 201, 202, 203, 204, 206.5,
6 210, 218, 218.5, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 558, 1174, 1174.5, 1182.12,
7 1194, 1194.2, 1197, 1197.1, 1198, 2698, et seq., 2800, and 2802; related California Code of
8 Regulations, Title 8, Sections 11040(5), (14); the applicable IWC Wage orders; and any other
9 related claims and/or penalties of any nature reasonably based on the facts of the Operative
10 Complaint which occurred during the PAGA Period. The Released Class Claims exclude all other
11 claims for vested non-wage benefits, wrongful termination, violation of the Fair Employment and
12 Housing Act, unemployment insurance, disability, social security, workers’ compensation, and
13 California class claims outside of the Class Period.

14 33. The Court sets a compliance hearing for September 3, 2025, at 2:30 p.m. in
15 Department 19. At least ten court days before the hearing, class counsel and the Administrator
16 shall submit a summary accounting of the net settlement fund identifying distributions made as
17 ordered herein, the number and value of any uncashed checks, amounts remitted to the *Cy Pres*
18 Recipient; the status of any unresolved issues, and any other matters appropriate to bring to the
19 court’s attention. Counsel shall also submit an amended judgment as described in Code of Civil
20 Procedure section 384, subdivision (b). Counsel may appear at the compliance hearing remotely.
21 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

22
23 Dated: ____ January 28, 2025 ____

24 
25 HON. THEODORE C. LAYNER
26 JUDGE, SUPERIOR COURT OF CALIFORNIA
27
28